

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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VICTORIA MARROW, JOHN STRONG, ERIC
HARRISON, PRINCE WILLIAMS, LINDA STRONG,
and JANE HUME,

Plaintiff,

-against-

CITY OF NEW YORK, ANDREW KINSELLA, DAVID
COURTIEN, CARL WATSON, MARTIN BANGHART,
VINCENT ORSINI, RAYMOND WITTICK,
STEPHANIE SANCHEZ, DENNIS MOONEY, ROBERT
HANSON, and JOHN and JANE DOE 1 through 10,
individually and in their official capacities, (the names
John and Jane Doe being fictitious, as the true names are
presently unknown),

Defendants.
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**STIPULATION OF
SETTLEMENT AND ORDER
OF DISMISSAL**

11 CV 3054 (MKB) (RER)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about
June 24, 2011, and an amended complaint on or about December 5, 2011, alleging that the
defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to agree to the terms set
forth below; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, City of New York, Andrew Kinsella, David Courtien, Carl Watson, Martin Banghart, Vincent Orsini, Raymond Wittick, Stephanie Sanchez, Dennis Mooney, and Robert Hanson, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Victoria Marrow the sum of Ten Thousand Dollars (\$10,000.00), plaintiff John Strong the sum of Ten Thousand Dollars (\$10,000.00), plaintiff Eric Harrison the sum of Ten Thousand Dollars (\$10,000.00), plaintiff Prince Williams the sum of Ten Thousand Dollars (\$10,000.00), plaintiff Linda Strong the sum of Ten Thousand Dollars (\$10,000.00), and plaintiff Janee Hume the sum of Ten Thousand Dollars (\$10,000.00), for a sum total of Sixty Thousand Dollars (\$60,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against the defendants City of New York, Andrew Kinsella, David Courtien, Carl Watson, Martin Banghart, Vincent Orsini, Raymond Wittick, Stephanie Sanchez, Dennis Mooney, and Robert Hanson, and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph "2" above and Affidavits of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare

and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless the City of New York regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multi-party settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


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Dated: New York, New York
July 31, 2012

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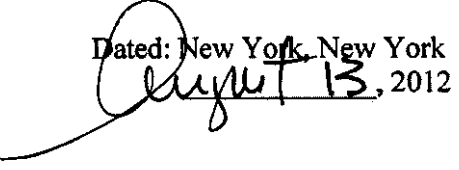
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By: 
VIRGINIA J. NIMICK, ESQ.
Assistant Corporation Counsel
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SO ORDERED:

s/ MKB

Dated: New York, New York

August 13, 2012

HON. MARGO K. BRODIE
UNITED STATES DISTRICT JUDGE